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Attorneys for Plaintiff,  
 GIANNI VERSACE, S.p.A.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION

**GIANNI VERSACE**, S.p.A., a Foreign Corporation,

Plaintiff,

-vs-

**PARVIZ NOURAFSHAN**, an Individual, *dba* Peroni and Peroni USA; **PERONI, INC.**, a California Corporation, *dba* Peroni and Peroni USA; **BAHMAN DARDASHTI**, an Individual; **BOB-BENNETT, INC.**, a California Corporation, and DOES 2 through 5 and 8 through 10, Inclusive,

Defendants.

CASE NO.: CV 06 - 3506 ODW(Ex)

**FINAL JUDGMENT UPON  
 CONSENT; PERMANENT  
 INJUNCTION; WITH RESPECT  
 TO DEFENDANTS:**

**1. PARVIZ NOURAFSHAN  
 2. PERONI, INC.**

Complaint Filed: June 7, 2006

Trial Date: April 8, 2008

Plaintiff, GIANNI VERSACE, S.p.A., a Foreign Corporation ("VERSACE") and Defendant PARVIZ NOURAFSHAN, an Individual, and PERONI, Inc., a California Corporation, collectively *dba* Peroni, are desirous of settling this action.

Defendants, PARVIZ NOURAFSHAN, an Individual, and PERONI, INC., a California Corporation, collectively *dba* PERONI, without admitting any wrongdoing, enter this consent judgment to end this litigation and buy their peace.

The parties therefore stipulate to the following facts and consent to entry of this Consent Judgment with Permanent Injunction as follows:

RICHLAND &  
 ASSOCIATES  
 ATTORNEYS AT LAW  
 BEVERLY HILLS

1               **WHEREAS**, the parties have agreed to the entry of the following findings of  
 2 fact disposing of all counts to the Complaint asserted by VERSACE, it is hereby ordered,  
 3 adjudged and decreed that:

4               **WHEREAS**, VERSACE's is the owner of the VERSACE Trademarks at  
 5 issue in this matter and identified as Exhibit A to the Complaint, and on Registry with the  
 6 United States Patent & Trademark Office.

7               **WHEREAS**, the VERSACE Trademarks at issue in this matter and identified  
 8 as Exhibit A to the Complaint, and on Registry with the United States Patent & Trademark  
 9 Office, are valid protectable, subsisting and in full force and effect.

10              **WHEREAS**, the VERSACE Trademarks at issue in this matter and identified  
 11 as Exhibit A to the Complaint, and on Registry with the United States Patent & Trademark  
 12 Office are incontestable.

13              **WHEREAS**, based upon VERSACE's good faith prior use of the VERSACE  
 14 Trademarks, VERSACE has superior and exclusive rights in and to the VERSACE  
 15 Trademarks in the United States and any confusingly similar names, marks or phonetically  
 16 similar sounding words or symbols;

17              **WHEREAS**, the VERSACE Trademarks at issue in this matter, including the  
 18 'MEDUSA' design marks and designs, and identified as Exhibit A to the Complaint, and on  
 19 Registry with the United States Patent & Trademark Office are world famous and  
 20 distinctive; and

21              **WHEREAS**, this Court has jurisdiction over the party to this action and over  
 22 the subject matter hereof pursuant to 15 USC 1121(a) and 28 USC 1331, 1338(a) and (b),  
 23 and 28 USC 1367,

24 **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

25              1. Defendants PARVIZ NOURAFSHAN and PERONI, INC., their parents,  
 26 subsidiaries, related entities, divisions, officers, owners, shareholders, employees, affiliates,  
 27 servants, representatives, agents, predecessors, assigns and successors in interest of any  
 28 kind, and all persons, firms, entities, or corporations under their direction and control or in

1 active concert or participation with them, are immediately and permanently enjoined  
2 throughout the world from directly or indirectly infringing, counterfeiting, or diluting the  
3 VERSACE Trademarks or any marks similar thereto, as identified in Exhibit A Complaint  
4 and on Registry with the United States Patent & Trademark Office, in any manner, including  
5 generally, but not limited to manufacturing, importing, distributing, advertising, selling,  
6 and/or offering for sale any merchandise which infringes said trademarks and specifically  
7 from:

8 (A) Imitating, copying or making unauthorized use of any or all of the  
9 GIANNI VERSACE trademarks or trade dress;

10 (B) Importing, manufacturing, producing, possessing, distributing,  
11 circulating, advertising, promoting, displaying, selling, and/or offering for sale, any non-  
12 genuine product bearing any simulation, reproduction, counterfeit, copy, or colorable  
13 imitation or reproduces, or utilizes the likenesses of or which copy or are likely to cause  
14 consumer confusion with any of the VERSACE trademarks or confusingly similar mark, trade  
15 name, trade dress, logos, design or phonetically similar sounding words or symbols;

16 (C) Manufacturing, distributing, selling or offering for sale or in connection  
17 thereto any unauthorized promotional materials, labels, packaging or containers which  
18 picture, reproduce or utilize the likenesses of, or which are likely to cause consumer  
19 confusion with any of the VERSACE trademarks;

20 (D) Using any false designation of origin, false description, including  
21 words, symbols or any trademark, trade name, trade dress, logo or design tending to falsely  
22 describe or represent, or is likely to confuse, mislead, or deceive purchasers, Defendants'  
23 customers, or members of the public, that unauthorized merchandise manufactured,  
24 distributed, advertised, sold and/or offered for sale by Defendants originate from  
25 VERSACE, or that said merchandise has been sponsored, authorized, endorsed, approved,  
26 licensed by, associated, or is in any way connected or affiliated with VERSACE;

27 (E) Transferring, consigning, selling, shipping or otherwise moving any  
28 non-genuine VERSACE goods, packaging or other materials in the Defendants' possession,

1 custody or control bearing a design, or mark substantially identical to or confusingly similar  
2 with or any or all of the GIANNI VERSACE trademarks or trade dress;

3 (F) Diluting and infringing the VERSACE trademarks and damaging  
4 VERSACE's goodwill, reputation and businesses;

5 (G) Otherwise unfairly competing with GIANNI VERSACE, S.p.A., or its  
6 subsidiaries or affiliated companies;

7 (H) Passing off or selling any products which are not entirely genuine  
8 VERSACE products as and for VERSACE products, including products utilizing  
9 VERSACE labels, packaging or containers that have been in any way modified without the  
10 written permission of VERSACE;

11 (I) Applying to the United States Patent & Trademark Office for the  
12 registration of any trademark that is a colorable imitation of any or all of the GIANNI  
13 VERSACE trademarks, or confusingly similar mark, trade name, trade dress, logos or  
14 design;

15 (J) Using the VERSACE trademarks or any such reproduction, counterfeit,  
16 copy, or colorable imitation in connection with the manufacture, importation, distribution,  
17 advertising, publicity, sale and/or offering for sale, of any other merchandise not referred  
18 to above; and

19 (K) Instructing, assisting, inducing, aiding or abetting any other person or  
20 business entity in engaging in or performing any of the activities referred to above.

21 3. The jurisdiction of this Court is retained for the purpose of making any further  
22 orders necessary or proper for the construction or modification of the Settlement Agreement,  
23 this Judgment, the enforcement thereof and the punishment of any violations thereof.

24 4. Any party shall have the right to seek sanctions for contempt, compensatory  
25 damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the  
26 event of a violation or failure to comply with any of the provisions hereof. The prevailing  
27 party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

28 5. Judgment is rendered in favor of VERSACE and against PARVIZ

1 NOURAFSHAN, an Individual, and PERONI, INC., a California Corporation, as to  
2 imposition of the Permanent Injunction, subject to the terms of the Settlement Agreement  
3 between the parties. This Consent Judgment with Permanent Injunction shall be conclusive  
4 for purposes of collateral estoppel regarding all findings of fact herein determined.

5 6. All causes of action as between VERSACE and PARVIZ NOURAFSHAN  
6 and PERONI, INC., are hereby dismissed with prejudice, subject to the terms of the  
7 Settlement Agreement between the parties.

8 7. The parties respective attorney's fees and costs incurred in connection with  
9 this action shall be borne as per the agreement of the individual parties in their Settlement  
10 Agreement.

11 8. This Court will retain continuing jurisdiction over this cause to enforce the  
12 terms of this Consent Judgment with Permanent Injunction and the Settlement Agreement  
13 between the parties, and will retain continuing jurisdiction over PARVIZ NOURAFSHAN  
14 and PERONI, INC..


15 9. All counterfeit and infringing VERSACE products seized by VERSACE and  
16 related to this action shall be destroyed under the direction of VERSACE.

17 10. All counterfeit and infringing VERSACE products currently in the possession,  
18 custody or control of PARVIZ NOURAFSHAN and PERONI, INC., if any, shall be  
19 surrendered to VERSACE and thereafter destroyed under the direction of VERSACE.

20 11. This Judgment shall be deemed to have been served upon Defendants at the  
21 time of its execution by the Court.

22 **IT IS SO ORDERED.**

23  
24 DATED: May 12, 2008

  
UNITED STATES DISTRICT JUDGE

26  
27 **APPROVED AS TO FORM AND CONTENT.**

28  
RICHLAND &  
ASSOCIATES  
ATTORNEYS AT LAW  
BEVERLY HILLS

1 DATED: May \_\_\_\_\_, 2008

LAW OFFICES OF OMID KORSHIDI

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By: \_\_\_\_\_  
ROXANA SADIGHIM  
Attorneys for Defendants  
PARVIZ NOURAFSHAN  
PERONI, INC.

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7 DATED: May \_\_\_\_\_, 2008

PARVIZ NOURAFSHAN

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\_\_\_\_\_  
In his Individual capacity *dba*  
PERONI

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PERONI, INC.

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By: \_\_\_\_\_  
PARVIZ NOURAFSHAN  
President

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15 DATED: May \_\_\_\_\_, 2008

RICHLAND & ASSOCIATES

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By: \_\_\_\_\_  
FELIPA R. RICHLAND  
ATTORNEYS FOR PLAINTIFF,  
GIANNI VERSACE, S.p.A.

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ASSOCIATES  
ATTORNEYS AT LAW  
BEVERLY HILLS

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